

REMARKS

Claims 1-38 are pending in the present application. By this amendment, claims 1, 15-18, 20, 23, 26, and 30-38 are amended. Applicants respectfully request reconsideration of the present claims in view of the foregoing amendments and the following remarks.

I. Claim Rejections

Claim Rejections Under 35 U.S.C. §102(e)

Claims 1-9, 19-27, and 37 are rejected under 35 U.S.C. §102(e) as being anticipated by United States Patent No. 6,188,752 to Lesley (hereinafter “Lesley”). This rejection is respectfully traversed.

As amended, claim 1 recites that a method for purchasing prepaid communications credit comprises creating a plurality of user accounts associated with the origination number, wherein each of the plurality of user accounts is associated with a different access code; receiving a credit code, wherein the credit code corresponds to a predefined payment amount for prepaid credit; receiving an access code; and crediting the user account associated with the received access code with the predefined payment amount for prepaid credit.

Lesley does not teach or suggest a method for purchasing prepaid communications credit as recited by claim 1. To the contrary, Lesley teaches a method for facilitating prepayment for communication services including assigning a subscriber a database record that includes an account number corresponding to the number used to identify a subscriber’s basic subscription to a prepayment service and an associated prepaid monetary value; receiving a request from a subscriber for a prepay service; prompting the caller to enter the subscriber’s account number and/or some other input, such as a personal identification number, that authorizes the service request; if the service request is valid and authorized, then determining if the service request is to add prepay value to the subscriber’s existing prepayment amount in the subscriber’s database record; if so, then prompting the subscriber for the monetary amount to be added; and updating the subscriber’s database record by adding the input amount to the prepayment amount in

the subscriber's database record. If the subscriber has set up a preset amount to be added when a request is received, then Lesley teaches updating the subscriber's database record by adding the preset amount without prompting the subscriber for the amount to be added. This is not analogous to the method recited by claim 1 because Lesley fails to teach or suggest that a subscriber's database record can be associated with a plurality of user accounts each of which are associated with a different access code such that when a credit code and access code are received, the user account associated with the received access code is credited with the predefined payment amount associated with the credit code. Moreover, Lesley fails to teach or suggest receiving a credit code corresponding to the monetary amount or the preset amount to be added. Instead, Lesley teaches that either the subscriber inputs the monetary value to be added to the subscriber's database record, or a preset amount is added to the subscriber's database record in response to receiving a request for prepay service from the subscriber.

For at least the reasons given above, claim 1 is allowable over Lesley. Claims 2-9 and 19 depend from claim 1 and are considered allowable over Lesley for at least these reasons. Accordingly, withdrawal of this rejection is respectfully requested.

As amended, claim 20 recites that a system for prepaid communications comprises a computer readable medium comprising a second set of instructions for creating a plurality of user accounts associated with the origination number, wherein each of the plurality of user accounts is associated with a different access code; a third set of instructions for receiving a credit code, wherein the credit code corresponds to a predefined payment amount for prepaid credit; a fourth set of instructions for receiving an access code; and a fifth set of instructions for crediting the user account associated with the received access code with the predefined payment amount for prepaid credit.

Lesley does not teach or suggest a system for prepaid communications as recited by claim 20. In contrast, Lesley teaches a prepayment telecommunications system operative to assign a subscriber a database record that includes an account number corresponding to the number used to identify a subscriber's basic subscription to a prepayment service and an associated prepaid monetary value; receive a request from a subscriber for a prepay service; prompt the caller to enter the subscriber's account number and/or some other input, such as a personal identification number, that authorizes

the service request; if the service request is valid and authorized, then determine if the service request is to add prepay value to the subscriber's existing prepayment amount in the subscriber's database record; if so, then prompt the subscriber for the monetary amount to be added; and update the subscriber's database record by adding the input amount to the prepayment amount in the subscriber's database record. If the subscriber has set up a preset amount to be added when a request is received, then the prepayment telecommunications system taught by Lesley is operative to update the subscriber's database record by adding the preset amount without prompting the subscriber for the amount to be added. This is not analogous to the system recited by claim 20 because, as discussed above, Lesley fails to teach or suggest that a subscriber's database record can be associated with a plurality of user accounts each of which are associated with a different access code such that when a credit code and access code are received, the user account associated with the received access code is credited with the predefined payment amount associated with the credit code. Further, Lesley fails to teach or suggest that the prepayment telecommunications system is operative to receive a credit code corresponding to the monetary amount or the preset amount to be added. Instead, Lesley teaches that either the subscriber inputs the monetary value to be added to the subscriber's database record, or a preset amount is added to the subscriber's database record in response to receiving a request for prepay service from the subscriber.

For at least the reasons given above, claim 20 is allowable over Lesley. Claims 21-27 and 37 depend from claim 20 and are considered allowable over Lesley for at least these reasons. Accordingly, withdrawal of this rejection is respectfully requested.

Claim Rejections Under 35 U.S.C. §103(a) Over Lesley in View of Jones

Claims 10-12 and 28-30 are rejected under 35 U.S.C. §103(a) as being unpatentable over Lesley in view of United States Patent No. 6,195,422 to Jones et al. (hereinafter "Jones"). This rejection is respectfully traversed.

For at least the reasons given above, claims 1 and 20 are allowable over Lesley. Claims 10-12 and claims 28-30 depend from claims 1 and 20, respectively, and are considered allowable over the combined teaching of Lesley and Jones for at least these reasons. Accordingly, withdrawal of these rejections is respectfully requested.

Claim Rejections Under 35 U.S.C. §103(a) Over Lesley in View of Dowens

Claims 13-14 and 31-32 are rejected under 35 U.S.C. §103(a) as being unpatentable over Lesley in view of United States Patent No. 6,122,354 to Dowens (hereinafter "Dowens"). This rejection is respectfully traversed.

For at least the reasons given above, claims 1 and 20 are allowable over Lesley. Claims 13-14 and 31-32 depend from claims 1 and 20, respectively, and are considered allowable over the combined teaching of Lesley and Dowens for at least these reasons. Accordingly, withdrawal of these rejections is respectfully requested.

Claim Rejections Under 35 U.S.C. §103(a) Over Lesley in View of Lorsch

Claims 15-18 and 33-36 are rejected under 35 U.S.C. §103(a) as being unpatentable over Lesley in view of United States Patent No. 5,903,633 to Lorsch (hereinafter "Lorsch"). This rejection is respectfully traversed.

For at least the reasons given above, claims 1 and 20 are allowable over Lesley. Claims 15-18 and 33-36 depend from claims 1 and 20, respectively, and are considered allowable over the combined teaching of Lesley and Lorsch for at least these reasons. Accordingly, withdrawal of these rejections is respectfully requested.

Claim Rejections Under 35 U.S.C. §103(a) Over Lesley

Claim 38 is rejected under 35 U.S.C. §103(a) as being unpatentable over Lesley. This rejection is respectfully traversed.

For at least the reasons given above, claim 1 is allowable over Lesley. Claim 38 depends from claim 1 and is considered allowable over Lesley for at least these reasons. Accordingly, withdrawal of these rejections is respectfully requested.

CONCLUSION

For at least these reasons, Applicants assert that the pending claims 1-38 are in condition for allowance. Applicants further assert that this response addresses each and

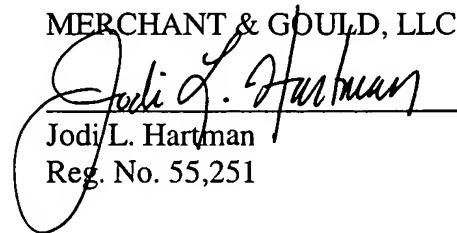
every point of the Office Action, and respectfully request that the Examiner pass this application with claims 1-38 to allowance. Should the Examiner have any questions, please contact Applicant's undersigned attorney at 404.954.5042.

MERCHANT & GOULD, LLC
P.O. Box 2903
Minneapolis, MN 55402-0903
(404) 954.5100



Respectfully submitted,

MERCHANT & GOULD, LLC


Jodi L. Hartman
Reg. No. 55,251